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MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this 27th day of March, 1969, by and between the STATE OF ARIZONA, acting through its State Highway Department, as party of the first part, and the CITY OF CASA GRANDE, ARIZONA, a municipal corporation, as party of the second part,

WITNESSETH:

WHEREAS, it is to the mutual benefit of the STATE OF ARIZONA and the CITY OF CASA GRANDE to enter into an agreement covering the maintenance of those certain State Highways known as State Route 84, State Route 93 and State Route 287, which are State Highways of the STATE OF ARIZONA and which traverse the said CITY OF CASA GRANDE over those certain streets known as Second Street, Pinal Avenue and Florence Boulevard, which form the necessary and convenient links for the connection of sections of the aforesaid State Highways and for carrying of such State Highways through said CITY OF CASA GRANDE, as more particularly set forth upon the map attached hereto and marked "Exhibit A", and by reference made a part hereof.

NOW, THEREFORE, it is hereby mutually agreed by and between the CITY OF CASA GRANDE and the STATE OF ARIZONA, acting by and through its State Highway Department, as follows:

1. That the STATE OF ARIZONA, acting by and through its State Highway Department shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over and be responsible for the maintenance and any needed betterments of the highways as delineated upon the map attached hereto and marked "Exhibit A"; said jurisdiction, control and responsibility to include:

- a. Betterment or reconstruction of roadway, curbs, medians and channelization.
- b. Bridges and drainage.
- c. Guardrails and fences.
- d. Transportation permits, such as overweight, overwidth and overheight as prescribed by law.
- e. Routine maintenance (including sweeping and cleaning) of roadway and curbs.

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- f. Permits for highway right-of-way encroachments and use.
- g. Removal of snow, sand, rock and other debris caused by slides or other unusual causes.
- h. Traffic control devices including signs (except street name and parking), signals, lane striping and initial crosswalk and parking striping, as provided by supplemental agreements.

2. That the CITY OF CASA GRANDE shall furnish the STATE information as to annexation of any areas that include State Highways. Following the nature of said annexation, the STATE shall submit to the CITY OF CASA GRANDE, an amendment to this agreement, which shall include a revised map.

3. That the CITY OF CASA GRANDE shall, except as otherwise expressly provided in this agreement, have jurisdiction and control over routine maintenance and be responsible for routine maintenance of:

- a. Sidewalks.
- b. Median maintenance.
- c. Street lighting (other than safety lighting).
- d. Street name signs and parking signs, crosswalks and parking lane striping after initial installation.
- e. Roadside and median landscaping and any roadside park or other unique landscaping development in accordance with the supplemental agreements for such development.

4. That the CITY shall not allow snow, sand, rocks or other hazardous debris to be dozed or swept onto State Highways.

5. That the regulations as set forth on the "Authorized Position of Advertising Signs Along State Highway Right of Way" shall be adhered to as a minimum by the CITY. A copy of said regulations is attached hereto and marked "Exhibit B", and by reference made a part hereof.

6. That the CITY OF CASA GRANDE shall furnish adequate evidence of full liability and property damage insurance on all employees engaged in performing duties heretofore agreed to on the State Highway right of way. The CITY OF CASA GRANDE will maintain the insurance for the period of this agreement. A copy of the policy is attached hereto and marked "Exhibit C", and by reference made a part hereof.

7. That the CITY OF CASA GRANDE will provide traffic control in accordance with the Arizona Highway Department Traffic Control Manual for Highway Construction and Maintenance during all maintenance operations by the CITY on the State Highway right of way.

8. That any or all of the terms, conditions and provisions, and attached exhibits forming a part hereof, shall remain in full force and effect for a period of five (5) years from the date hereof, at which time it shall terminate, provided that the same may be amended, supplemented, terminated or extended by mutual consent of the parties hereto at any time prior to the termination of this instrument.

9. That this agreement shall supersede all previous street maintenance agreements other than supplemental agreements for traffic control devices, safety illumination and roadside development.

10. All work performed under the provisions of this agreement shall be performed in a manner satisfactory to the Highway Department.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective duly authorized officers, the day and year first above written.

ATTEST:

Pauline J. Cook
City Clerk

CITY OF CASA GRANDE
A Municipal Corporation

By *L. E. Daniel*
City Engineer

STATE OF ARIZONA, acting by and through
its State Highway Department

By *Stallbrook*
Deputy State Engineer

Henry W. Kott